11060149

CONTRACT DOCUMENTS

CITY OF LINCOLN, NEBRASKA

**Annual Requirements
to
Supply and Deliver ESRI Geographic Information System (GIS)
Software Products, Maintenance Services and Training
State of Nebraska Contract Number 11842 OC**

**Contractor:
ESRI Inc.
380 New York Street
Redlands, CA 92373-8118
909-793-2853**

CITY OF LINCOLN, N E B R A S K A,
C O N T R A C T   A G R E E M E N T

THIS CONTRACT, made and entered into by and between **ESRI Inc., 380 New York Street, Redlands, CA 92373-8118** hereinafter called Contractor, and the City of Lincoln, Nebraska, a political subdivision, hereinafter called the Owner.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, the Owner through local inter-governmental cooperative purchasing have chosen to participate in the contract between the State of Nebraska and ESRI Inc., Contract Number 11842 OC, dated May 25, 2011, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver ESRI Geographic Information System (GIS) Software Products, Maintenance Services and Training to the Owner's various departments as the Owners may determine in compliance with the prices as established via the State of Nebraska Contract Number 11842 OC, dated May 25, 2011; and

WHEREAS, the Contractor, in response to the Owner's request to participate in said agreement, has submitted to the Owner, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska Contract Number 11842 OC, dated May 25, 2011 for ESRI Geographic Information System (GIS) Software Products, Maintenance Services and Training , with only those exceptions stated herein; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the State of Nebraska, Contract 11842 OC; dated May 25, 2011, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owner hereby agree as follows:

1.   The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide ESRI Geographic Information System (GIS) Software Products, Maintenance Services and Training for the Owner's various departments as the Owners may determine.

2.   Term of the Contract. This Contract shall be in effect from date of execution through the term listed in the State of Nebraska Contract Number 11842 OC (January 04, 2013).

3. Pricing. Pricing of items will be pursuant to State of Nebraska Contract Number 11842 OC, dated May 25, 2011.

    3.1   Terms of payment shall be *net* thirty (30) days for all services meeting Owner's Specifications and approval. Each location will have a separate account number and billing address. The Owner may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the State of Nebraska shall be made available to the Owner.

4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

5. Indemnification. The Contractor shall indemnify and hold harmless the Owner (City of Lincoln), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor to the extent such arise out of or result from its principals, officers, agents, or employees in the performance of this contract. Except for an intellectual property infringement claim, which is covered in Article 9 Infringement Indemnity of the License Agreement, liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include City of Lincoln, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e.,"the City") it shall mean the "Owner" encompassing the City of Lincoln, Nebraska.

8. <u>Termination</u>. This Contract may be terminated by the following:
   8.1   <u>Termination for Convenience.</u> Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
   8.2   <u>Termination for Cause.</u> The Owner may terminate the Contract for cause if the Contractor:
      8.2.1   Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver for light bulbs and ballasts.
      8.2.2   Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
      8.2.3   Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the State of Nebraska and ESRI Inc., Contract Number 11842 OC, dated May 25, 2011.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. State of Nebraska, Contract Number 11842 OC, dated May 25, 2011
3. Nebraska Resale or exempt Sale Certificate (Form 13)

     This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owner hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owner do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN

CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

_____
Mayor

Approved by:

Resolution No._____

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Environmental Systems Research Institute, Inc.
Name of Corporation

ATTEST:

380 New York Street, Redlands, CA 92373
(Address)

_____(SEAL)

Secretary

By: _____
Duly Authorized Official
William C. Fleming
Managing Business Attorney

_____
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

_____
Name of Organization

_____
Type of Organization

_____
(Address)

By:_____
Member

By:_____
Member

STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
1 of 4	05/25/11
BUSINESS UNIT	BUYER
9001	RUTH GRAY (AS)

CONTRACT NUMBER
11842 OC

VENDOR NUMBER: 503958

VENDOR ADDRESS:

ESRI INC
380 NEW YORK STREET
REDLANDS CALIFORNIA 92373-8118

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

MAY 27, 2011 THROUGH JANUARY 04, 2013

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 1689 OF

To supply and deliver Esri Geographic Information System (GIS) Software Products, Maintenance Services and Training to the State of Nebraska on an as needed basis per the attached Sales and Support Contact Sheet, General Contract Requirements, Amendment 2 to the Master Purchase Agreement Contract Number 2006PA3523 (inclusive of ESRI MPA Terms and Conditions E500M 1/05 and General License Terms and Conditions E200M 3/05), Exhibit 1 Scope of Use E300 06/28/2010, Training Terms and Conditions E207 09/2009 and ESRI MPA Price List E417 10/15/2010 for the period May 27, 2011 through January 4, 2013.

Contract subject to thirty (30) days cancellation by either party upon written notice.
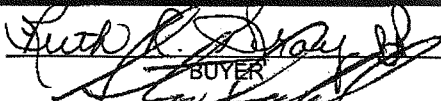
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: http://www.das.state.ne.us/accounting/forms/achenrol.pdf

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:
1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of

BUYER

MATERIEL ADMINISTRATOR

R43500|NISC0001 100423

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373-8100
(909)793-2853

Point of Contact:
Leslie Meriwether
Regional Office Administrator
(636) 949-6620, Ext. 8510
Fax (636) 949-6735

Regional Office (to obtain Sales Quotes):
Esri – St. Louis Regional Office
3060 Little Hills Expressway
Saint Charles, MO 63301
(636) 949-6620
OR
Esri – Telebusiness Department
(800) 447-9778

Customer Service (to place Orders):
Esri
380 New York Street
Redlands, CA 92373-8100
(909 793-2853
(800) 330-7053 Fax

The following information/statements shall be included on each purchase order:

- Name or identification of Licensee, place of delivery, and the end user name and contact information.
- Purchase Order number.
- Date of delivery is requested (minimum thirty (30) days after Esri receipt of order).
- Primary site for maintenance, if primary maintenance is not ordered.
- Quantity, description, and unit price.
- On the face of the Purchase Order, print the following statement: "Subject to Master Purchase Agreement No 2006MPA3523 and the State of Nebraska Contract Number 11842 OC."

Remittance Address:
Esri
File No. 54630
Los Angeles, CA 90074-4630

Esri Web Site for Support Services:
Esri will provide maintenance, comprised of updates and technical support as specified in the latest maintenance program found on the Esri Web site at www.esri.com/legal/maintenance.html.

Training:
Training will be provided in accordance with the policies defined under "Training" at www.esri.com.

Amendment No. 2
To
Master Purchase Agreement
Between
State of Nebraska
and
Environmental Systems Research Institute, Inc. (Esri)
Agreement No. 2006MPA3523

This Amendment No. 2 to Agreement No. 2006MPA3523 (MPA) is between the parties set forth above. The MPA is changed as follows:

1. **Extension of Performance.** The period of performance for the MPA is extended through January 4, 2013.

2. **The Esri MPA Terms and Conditions (E500M 1/05) are revised as follows:**

   A. **Article 9, Pricing.** The last sentence of the first paragraph is modified to read as follows:

   Esri may update the pricing no more than once each calendar quarter, effective the following calendar quarter upon written notice to Licensee.

   B. **Article 9, Pricing. Section 9.1 Software, Maintenance and Support.** The first sentence is modified to read as follows:

   Esri will provide maintenance, comprised of updates and technical support as specified in the latest software maintenance program found on the Esri Web site at www.esri.com/legal/maintenance.html.

   C. **Article 9, Pricing.** The following section is added between Sections 9.2 and 9.4:

   9.3 Reserved

   D. **Article 10, Terms of Compensation and Acceptance.** The **Acceptance and Payment** section is hereby renumbered as 10.2.

   E. **Article 11, General Provisions.** The following section is added between Sections 11.7 and 11.9:

   11.8 Reserved

3. **The General License Terms and Conditions (E200M 3/05) are revised as follows:**

   A. **Article 3.5, Commercial Application Service Provider,** is changed to read as follows:

   3.5 Commercial Application Service Provider—Use of ESRI Software, Data, Web Services, or Documentation in a commercial Application Service Provider (ASP) business model is subject to execution of a written ASP license agreement and the payment of the appropriate additional license fees. For purposes of this License Agreement, a commercial ASP means a Licensee who uses ESRI Software, Data, Web Services, or Documentation for a site or service, operates the site or the service for a profit, or generates revenue through direct or indirect methods (e.g., advertising or by selling data, pay-per-view, subscription fee, or similar means).

   B. **Article 4, Scope of Use. Section 4.2 Uses Not Permitted.** Paragraph (b) is changed to read:

   b. Except as provided herein, Licensee shall not redistribute Software activation number(s), registration number/license authorization file(s), developer license file(s), or Web Services access codes to third parties.

   C. **Article 4, Scope of Use. Section 4.2 Uses Not Permitted.** Paragraph (j) is changed to read as follows:

j. Licensee shall not unbundle individual or component parts of Software or Data for independent use.

D. **Article 7, Limited Warranties and Disclaimers.** The "Exclusive Remedy" provision is hereby renumbered as Section 7.5.

E. **Article 7, Limited Warranties and Disclaimers.** The following Disclaimer is added as Section 7.4.

7.4 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICE.

F. **Article 10.2 Export Control Regulations** is changed to read as follows:

10.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release Software, Data, Web Services, or Documentation, in whole or in part, to (i) any U.S. embargoed country (or to a national or resident of any U.S. embargoed country); (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity where such export or reexport violates any U.S. export control laws or regulations including, but not limited to, the terms of any export license or license exemption and any amendments and supplemental additions to U.S. export laws as they may occur from time to time

G. **Article 11 General Provisions.** The following Work Eligibility Status has been added as 11.14 and Debarment as 11.15:

11.14 New Employee Work Eligibility Status
ESRI is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

11.15 Certification Regarding Debarment, Suspension and Ineligibility
ESRI certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). ESRI shall immediately notify the Department if, during the term of this contract, ESRI becomes debarred. The Department may immediately terminate this contract by providing ESRI written notice if it becomes debarred during the term of this contract.

4. **Exhibit 1, Scope of Use.** The existing Exhibit 1. Scope of Use (E300. 5/09) is deleted in its entirety and replaced with an updated Exhibit 1. Scope of Use (E300, 3/29/2011).

5. **Training Terms and Conditions.** The existing Esri Client Site Training Terms and Conditions (E207, 1/08) are deleted in their entirety and replaced with updated Training Terms and Conditions (F207, 9/2009).

6. **Esri MPA Pricelist.** The existing Esri MPA Pricelist, (E417, 11/08) is deleted in its entirety and replaced with an updated Esri MPA Pricelist (E417, 10/15/2010).

All other terms and conditions shall remain the same.

Accepted and agreed with the intent to be legally bound:

STATE OF NEBRASKA
(Licensee)

Signature: _____

Printed Name: _____Steve Sulek_____

Title: _____Materiel Administrator_____

Date: _____May 27, 2011_____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: _____

Printed Name: _____Chris Johnson_____
Manager, Domestic Contracts

Title: _____

Date: _____MAY 2 5 2011_____

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Software
- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
  - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
  - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
  - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
  - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45: if licensed as a Term License, 6 will also apply)
  - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45: if licensed as a Term License, 6 will also apply)
    - Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
  - ArcGIS for INSPIRE (7, 8, 33, and 35)
  - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
  - ArcGIS Server Image Extension (7, 8, and 42)
  - ArcGIS Server Image Extension Service Editor (1)
  - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
  - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
  - Desktop (1 and 25)
  - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
  - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
  - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)

- Esri Business Analyst Server
  - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
  - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- File Geodatabase API
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

Web Services
- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Redistricting Online (6, 25, 33, 34, and 35)

Data
- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Business Analyst (Canadian Edition) Data (either 1 or 2 and 6, 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Data (either 1 or 2 and 21, 25, 33, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) Data (either 3, 4, or 5 and 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Server Data (either 3, 4, or 5 and 21, 25, 33, 45, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
  - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer as long as only one (1) copy of the Software, Data, and Documentation is in use at any one (1) time. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.

2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.

3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.

4. "Staging Server License." In addition to the Development Server License rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.

5. "Deployment Server License." In addition to the Staging Server License rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).

6. "Term License." License is provided for use for a limited time period or on a subscription or transaction basis.

7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.

8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.

9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.

10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS—Java Archive (JAR) files without a license for the MapObjects—Java Edition developer kit.

11. Licensee may install and use the Software to provide services to multiple users on the same or other computer(s). The Software is licensed per server. The licensed server is the server on which Licensee installs the Spatial Data Service.

12. Software is only licensed for navigational use when used in conjunction with ArcLogistics.

13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.

14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. US Patent No. 5,710,835."

15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.

16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects Esri's rights in its Software, Data, Web Services, and Documentation to the same extent as the Esri License Agreement including, but not limited to, the following terms:

    a. Sublicensee may not reverse engineer, decompile, or disassemble the Esri Software, Data, Web Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; transfer; or assign its rights under the license grant;

    b. Sublicensee may not use any Esri Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and

    c. Third-party dependent or required components are redistributable subject to permission from the owner or author.

    d. Applications may be subject to deployment fees owed to Esri. Licensee shall contact its Esri distributor for details.

17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.

18. The deployment license is per application per computer.

19. MapObjects—Java Edition contains Java Archive files, which indicate they are authentic Esri-certificated files when used over the Internet. Licensee shall not use Esri certification or reference Esri as a source of trusted content in any modified MapObjects—Java Archive files. Licensee may deploy the unmodified Java class Esri-certified libraries as an integral part of the Licensee's application(s).

20. Licensee may reproduce and deploy the Software provided all the following occur: (a) the Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the Esri License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.

21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry Segmentation system.
22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer; and (c) the ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at http://www.esri.com/legal/, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at http://www.esri.com/legal/ for the specific Data accessed. The Use of Data Restrictions may be modified by Esri from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to Esri, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with SQL Server 2005/2008 Express.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations is allowed but can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. Licensee's access to and use of Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps are conditioned upon Licensee's acceptance of the Esri website and Service Terms of Use Agreement and the terms and conditions specific to Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps found at http://www.esri.com/legal/.
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online Services with other licensed end users or third parties.
36. Licensee's use of Esri Business Analyst (Canadian Edition) Data is subject to the Use of Data Restrictions specific to Esri Business Analyst (Canadian Edition) Data found at http://www.esri.com/legal/.
37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.
39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Definition Editor for every four (4) cores of ArcGIS Server Image extension that are licensed.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Engine Runtime Software.

44. For any operating system environment in which Licensee runs instances of the Concurrent Use License management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use License management software in a separate operating system environment for temporary failover support.
45. Data licensed with Esri Business Analyst and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Reserved.
48. Licensee may include reports and maps created from the Software or Data in hard-copy or read-only format for presentation packages or marketing studies for subsidiaries and customers. The total content of the Esri reports and maps must be less than twenty percent (20%) of Licensee's total content of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior written permission of Esri. Licensee's third-party customer may only receive reports and maps generated by Licensee and may only use the maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats.
49. Esri MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration.
50. Licensee has the right to one (1) desktop deployment of Spatial Data Assistant for each Esri MapIt server license.
51. Esri Business Analyst Server Developer and Data may only be installed on one (1) server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.
52. Source code is the intellectual property of Esri. Licensee shall treat any source code file identified as "Software" in a README file or at http://www.esri.com/legal/ as a trade secret for Licensee's own internal use only and not for further redistribution or access by unlicensed third parties. Licensee shall not modify the Software, Documentation, Data, or source code to incorporate, embed, link, or otherwise include any code, libraries, or data licensed or distributed under an open source licensing or distribution models similar to Free Software Foundation's GNU General Public License (GPL) or GPL-compliant licenses, including, without limitation, the Artistic License (e.g., Perl), the Mozilla Public License, the Netscape Public License, and the Sun Community or Industry Standards License, that could require a user to make its proprietary source code available to a requesting third party.
53. Deployment license options are as follows:

    a. A license for web applications is per the principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For example, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier.
    b. A license for desktop applications or SharePoint is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier (as described above). For example, desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

54. ArcGIS Mobile is licensed for use with ArcGIS Server Advanced (Enterprise or Workgroup) and ArcGIS Desktop (ArcInfo, ArcEditor, ArcView, and ArcGIS Engine applications).
55. Licensee may develop software or web applications that use the Business Analyst Online API to access, query, create, display, and redistribute Reports and resulting static, electronic maps to end user(s) of Licensee's software or web applications. End user(s) of Licensee's software or web applications may use the Reports and maps for internal purposes only and not for further redistribution. "Report" means any formatted output created by the Business Analyst Online API, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats.
56. For Reports or maps displayed or posted to an external website, or Reports or maps created for Licensee's end user(s), Licensee shall affix an attribution notice to Licensee's online and/or hard-copy output that acknowledges Esri's and its third-party data supplier's intellectual property. These notices are found in the PDF format of each individual Report or as follows: "Source [Esri, Supplier]" or Copyright © [year(s)] [Esri, Supplier]. All rights reserved."
57. Licensee may only display or post any combination of 100 Business Analyst Online Reports and maps on its external websites.
58. Licensee shall order a separate Business Analyst Online subscription for each person who uses Business Analyst Online and shall provide output from the Business Analyst Online subscription only to the e-mail of the individual subscriber.

Esri MPA PRICELIST

RECITALS

The Client wishes to arrange for certain training in the use of GIS software. Esri is willing to conduct training courses and provide related services regarding the use of GIS software pursuant to the terms and conditions contained herein.
The parties therefore agree as follows:

ARTICLE 1—TRAINING DESCRIPTION

Esri offers a set of instructor-led training and client coaching services related to the use of its proprietary GIS software. Instructor-led training events occur at a client's site, at an Esri Learning Center, or via the Web. The Esri software training course(s) to be conducted, location, and schedule dates are set forth in the *Esri Course Catalog* located on Esri's Training Web site (http://training.esri.com). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training Web site. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations. Client coaching services may be provided immediately before or immediately following an Esri training course to familiarize the Student with the software or to review and practice course concepts with an instructor's guidance.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual, where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.
- Esri will confirm Client Site scheduled dates upon receipt of the completed Client Site Training Request Form and intended payment method.

ARTICLE 3—CLIENT'S RESPONSIBILITIES

- Client must ensure the protection of Esri's copyrights. Client shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s).
- Client must not resell seat(s) to an Esri training class, unless explicitly authorized in writing by Esri.
- Client must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training Web site.
- Client must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Client submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- U.S. government export control laws and regulations prohibit U.S. persons from engaging in transactions with certain denied persons found on various U.S. Government Denied Persons lists (e.g., U.S. Department of the Treasury's Specially Designated Nationals List, U.S. Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Client must submit to the Esri Training Event Assistant a list of the names of Students that are to attend any training class. Client must submit the list of Student names to Esri at least three (3) business days before the class start date. Any Student that is found on any of the various U.S. Government Denied Persons lists will not be permitted to attend training.
- Client is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to U.S. government export regulation requirements, course scheduling changes, or cancellations.
- Client must provide written notice to Esri's Customer Service of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Client is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri.
- If the Esri Mobile Lab is utilized at Client's site, then the following terms will apply:

  - Upon receipt, Client must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
  - Client must keep the Mobile Lab in a secure, locked area between class sessions.

- Client must ensure that only registered Students use the Mobile Lab equipment.
- Client is responsible for any and all loss of, damage to, or theft of the Mobile Lab while in Client's possession.
- Client warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Under the provisions of R.R.S., 1943, Section 81-8,239.01, client self-insures all such exposures and is financially capable of retaining those losses should they occur. If there is a liability loss under the provisions of this agreement, a claim may be filed with the State Claims Board, and, if approved, will be paid from the State Tort Claims Act, R.R.S., 1943, Section 81.8,2098, et al, and any other provision of law.
- The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
- Client shall make the Mobile Lab available for freight pickup immediately on conclusion of the Esri course(s).

- Client must complete and submit an Esri Client Site Training Request Form, as provided by the Training Event Assistant.

ARTICLE 4—INSURANCE AND INDEMNIFICATION

4.1 Insurance. Esri carries, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with minimum coverage of one million dollars ($1,000,000.00) combined single limit per occurrence for bodily injury, including death, and property damage liability, to include the following:

1. Premises and operations
2. Blanket contractual liability
3. Broad form property damage
4. Independent contractors
5. Personal injury, with employee exclusion deleted
6. Completed operations

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

4.2 Indemnification. Esri will indemnify and hold harmless Client and each of its directors and officers (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments, and settlements, including all reasonable costs, expenses, and attorneys fees, arising out of any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents while engaged in or as a result of the training or coaching services provided by Esri pursuant to this Agreement while on Client's site.

ARTICLE 5—UNIQUE CLIENT COACHING PRIVACY TERMS

In the event Client coaching services are to be ordered, the following terms shall apply:

Client shall not provide to Esri or disclose to the instructor any company confidential, proprietary, personally identified information ("PII") (e.g., GLBA, HIPAA, CII from the U.S. Department of Homeland Security), classified, and so forth, data for use in the coaching session. Notwithstanding anything in this Agreement to the contrary, Esri retains the right to refuse acceptance of any nonpublic personal information ("NPI") or Customer Information regardless of the form of disclosure. Esri will only accept receipt of information from Client that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof.

ARTICLE 6—SOFTWARE LICENSES

The terms of the Esri license agreement are applicable to all Client course Students and for Esri software, data, and documentation licensed for use in any training course to be conducted. For Client Site Training, temporary software licenses may be issued by Esri where there are an insufficient number of software licenses available at the training facility. Client must uninstall the temporary software licenses at the conclusion of the training course and return to Esri any media provided.

ARTICLE 7—CANCELLATION AND RESCHEDULING POLICY

Client may cancel or reschedule Student attendance in training up to three (3) working days before the scheduled class start date. In the event of a cancellation, Client will reimburse Esri for any reasonable travel and shipping expenses incurred by Esri. In the event Client does not notify Esri at least three (3) days prior to the scheduled training date, Client will be charged the full amount of the Student enrollment or the entire training class.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Client at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure as described in Article 11 below, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

Students may transfer from one scheduled Esri Learning Center class to another up to two (2) times at no additional charge. Subsequent transfers may be assessed an additional nonrefundable transfer fee.

Student substitutions, when a Student's place in class is filled by another person from the same organization, are allowed provided that Esri Customer Service is notified three (3) business days in advance of the class start date.

ARTICLE 8—PAYMENT

Accepted payment methods are found at http://training.esri.com/gateway/index.cfm?fa=catalog.paymentdetails.

If payment is made in the form of a purchase order, Esri shall invoice Client upon completion of each training course or immediately upon receipt of purchase order, as mutually agreed upon with the Client. Client shall make payment no later than thirty (45) days after receipt of a valid invoice. If the Client is invoiced and pays that invoice prior to the scheduled class, then the Client has one (1) calendar year (twelve [12] consecutive months) from the date of the invoice to consume the prepaid monies. Thereafter, all prepaid fees are forfeited.

ARTICLE 9—CONFIDENTIAL INFORMATION

Except as provided in Article 5, Unique Client Coaching Privacy Terms, Esri or the Client may disclose to the other party certain confidential information under this Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the confidential information of the other party.

ARTICLE 10—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 11—FORCE MAJEURE

If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 12—WARRANTY

Esri will provide training in a manner consistent with the technical and professional standards of the industry.

12.1 Disclaimer of Warranties. TO THE EXTENT PERMITTED BY LAW, WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE DELIVERABLES ARE ERROR FREE.

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CLIENT FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 14—EXPORT CONTROL REGULATIONS

Esri technology is subject to U.S. export control laws and regulations. Esri software, data, documentation, training materials, and any underlying information or technology may not be exported, reexported, or transferred in whole or in part to (i) any U.S. embargoed or sanctioned country (including to a national or resident of a U.S. embargoed or sanctioned country, currently including Cuba, Iran, North Korea, Sudan, and Syria); (ii) any person on the U.S. Department of the Treasury's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity where such export or reexport violates any U.S. export control law or regulation.

ARTICLE 15—TAXES

Training provided is quoted exclusive of all state, local, value-added, or other taxes; customs; or duties or other charges (other than income taxes payable by Esri). In the event such taxes or charges become applicable to Esri's training or deliverables, Client shall pay any such applicable tax upon receipt of written notice that such taxes or charges are due. Client is not required to pay taxes of any kind and assumes no liability as a result of this Agreement.

ARTICLE 16—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Software
- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
  - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
  - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
  - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
  - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
  - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
    > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
  - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
  - ArcGIS Server Image Extension (7, 8, and 42)
  - ArcGIS Server Image Extension Service Editor (1)
  - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
  - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
  - Desktop (either 1 or 2 and 25)
  - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
  - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
  - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)

- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
- Esri Business Analyst Server
  - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
  - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

Web Services
- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)

Data
- ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
  - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer as long as only one (1) copy of the Software, Data, and Documentation is in use at any one (1) time. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.

2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.

3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.

4. "Staging Server License." In addition to the Development Server License rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.

5. "Deployment Server License." In addition to the Staging Server License rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).

6. "Term License." License is provided for use for a limited time period or on a subscription or transaction basis.

7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.

8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.

9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.

10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS—Java Archive (JAR) files without a license for the MapObjects—Java Edition developer kit.

11. Licensee may install and use the Software to provide services to multiple users on the same or other computer(s). The Software is licensed per server. The licensed server is the server on which Licensee installs the Spatial Data Service.

12. Software is only licensed for navigational use when used in conjunction with ArcLogistics.

13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.

14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."

15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.

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(E417 10/15/2010)

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Section	Description	Price
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	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	$1,996.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each)	$2,287.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each)	$2,246.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	$1,996.00
2	**ArcView StreetMap**	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	$454.00
4	**ArcGIS Engine Runtime Licenses**	
	ArcGIS Engine Runtime Single Use License	$450.00
	ArcGIS Engine Runtime Concurrent Use License	$1,125.00
4	**ArcGIS Engine Runtime Extensions**	
	ArcGIS Engine Runtime 3D Extension License	$900.00
	ArcGIS Engine Runtime Spatial Extension License	$900.00
	ArcGIS Engine Runtime Geodatabase (GDB) Update Extension License	$900.00

Section	Description	Price
	ArcGIS Engine Runtime Network Extension License	$900.00
	ArcGIS Engine Runtime Schematics Extension License	$900.00
	ArcGIS Engine Runtime Tracking Extension License	$900.00
	ArcGIS Engine Runtime Maplex Extension License	$900.00
	ArcGIS Engine Runtime Data Interoperability Extension License	$900.00
4	**ArcGIS Engine Runtime Maintenance**	
	Maintenance for ArcGIS Engine Runtime Single Use License without Extensions	$100.00
	Maintenance for ArcGIS Engine Runtime Single Use License with Extensions	$400.00
	Primary Maintenance for ArcGIS Engine Runtime Concurrent Use License	$250.00
	Secondary Maintenance for ArcGIS Engine Runtime Concurrent Use License	$185.00
	Primary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Engine Runtime 3D Extension Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Spatial Analyst Extension Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Geodatabase (GDB) Update Extension Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Maplex for ArcGIS Extension Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Schematics for ArcGIS Extension Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Network Analyst Extension Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Tracking Analyst Extension Concurrent Use License	$150.00
	Primary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	$200.00
	Secondary Maintenance for ArcGIS Engine Runtime Data Interoperability Extension Concurrent Use License	$150.00
5	**ArcGIS Server**	
5	**ArcGIS Server—Enterprise**	
5	**Enterprise Advanced**	
	ArcGIS Server Enterprise Advanced (up to four cores)	$36,000.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (up to four cores)	$10,000.00
	ArcGIS Server Enterprise Advanced (additional cores)	$9,000.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (additional cores)	$2,500.00

Section	Description	Price
5	**Enterprise Standard**	
	ArcGIS Server Enterprise Standard (up to four cores)	$18,000.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (up to four cores)	$5,000.00
	ArcGIS Server Enterprise Standard (additional cores)	$4,500.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (additional cores)	$1,250.00
5	**Enterprise Basic**	
	ArcGIS Server Enterprise Basic (up to four cores)	$9,000.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (up to four cores)	$3,000.00
	ArcGIS Server Enterprise Basic (additional cores)	$2,250.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (additional cores)	$750.00
5	**Workgroup**	
	ArcGIS Server Workgroup Advanced (up to two cores)	$9,000.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (up to two cores)	$2,500.00
	ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	$4,500.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	$1,250.00
	ArcGIS Server Workgroup Standard (up to two cores)	$4,500.00
	Annual Maintenance for ArcGIS Server Workgroup Standard (up to two cores)	$1,250.00
	ArcGIS Server Workgroup Standard (additional core—maximum four cores per server)	$2,250.00
	Annual Maintenance for ArcGIS Server Workgroup Standard (additional cores—maximum four cores per server)	$625.00
	ArcGIS Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	$4,500.00
	Annual Maintenance for ArcGIS Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	$1,250.00
5	**ArcGIS Server Enterprise Extensions**	
	ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows License (up to four cores)	$9,000.00
	ArcGIS Server Image Extension Advanced Enterprise for Windows License (up to four cores)	$9,000.00
	ArcGIS Server Workflow Manager Extension Advanced Enterprise for Windows License (up to four cores)	$9,000.00
	ArcGIS Server Schematics Extension Advanced Enterprise for Windows License (up to four cores)	$9,000.00
	ArcGIS Server Geoportal Extension Advanced Enterprise for Windows License (up to four cores)	$3,150.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Image Extension Advanced Enterprise for Windows (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Workflow Manager Extension Advanced Enterprise for Windows (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Schematics Extension Advanced Enterprise for Windows (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Geoportal Extension Advanced Enterprise for Windows (up to four cores)	$2,500.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	$9,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores)	$9,000.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores)	$9,000.00

Section	Description	Price
	ArcGIS Server Standard Enterprise Image Extension (up to four cores)	$9,000.00
	ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	$3,150.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Workflow Manager Extension (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	$2,500.00
	ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	$2,250.00
	ArcGIS Server Image Extension Enterprise Advanced (additional cores)	$2,250.00
	ArcGIS Server Workflow Manager Extension Enterprise Advanced (additional cores)	$2,250.00
	ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	$2,250.00
	ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores)	$788.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Image Extension Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Workflow Manager Extension Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores)	$625.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	$2,250.00
	ArcGIS Server Enterprise Standard Workflow Manager Extension (additional cores)	$2,250.00
	ArcGIS Server Enterprise Standard Network Extension (additional cores)	$2,250.00
	ArcGIS Server Enterprise Standard Image Extension (additional cores)	$2,250.00
	ArcGIS Server Enterprise Standard Geoportal Extension (additional cores)	$788.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Workflow Manager Extension (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Network Extension (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Image Extension (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Geoportal Extension (additional cores)	$625.00
5	**ArcGIS Server Workgroup Extensions**	
	ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,500.00
	ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,500.00
	ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,500.00

Section	Description	Price
	ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,500.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,500.00
	ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,500.00
	ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,500.00
	ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,500.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Workflow Manager Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
5	**ArcGIS Server Upgrades**	
5	**ArcGIS Server Upgrade Enterprise to Enterprise**	
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	$9,000.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	$27,000.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	$18,000.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Standard License	$2,250.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Advanced License	$6,750.00
	ArcGIS Server Additional Cores Enterprise Standard Upgrade to Enterprise Advanced License	$4,500.00
5	**ArcGIS Server Upgrades Workgroup to Workgroup**	
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard (up to four cores)	$4,500.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced (up to four cores)	$13,500.00
	ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced (up to four cores)	$9,000.00
5	**ArcGIS Server Upgrades—Workgroup to Enterprise**	
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic (up to four cores)	$4,500.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard (up to four cores)	$13,500.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced (up to four cores)	$31,500.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Standard (up to four cores)	$9,000.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced (up to four cores)	$27,000.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced (up to four cores)	$18,000.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	$13,500.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	$31,500.00

Section	Description	Price
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	$9,000.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	$27,000.00
5	**ArcGIS Server—Enterprise (Staging Server)**	
5	**Enterprise Advanced (Staging Server)**	
	ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	$19,344.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	$5,000.00
	ArcGIS Server Enterprise Advanced Staging Server (additional cores)	$4,836.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (additional cores)	$1,250.00
5	**Enterprise Standard (Staging Server)**	
	ArcGIS Server Enterprise Standard Staging Server (up to four cores)	$9,672.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (up to four cores)	$2,500.00
	ArcGIS Server Enterprise Standard Staging Server (additional cores)	$2,418.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (additional cores)	$625.00
5	**Enterprise Basic (Staging Server)**	
	ArcGIS Server Enterprise Basic Staging Server (up to four cores)	$4,836.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (up to four cores)	$1,500.00
	ArcGIS Server Enterprise Basic Staging Server (additional cores)	$1,209.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (additional cores)	$375.00
5	**ArcGIS Server Extensions (Staging Server)**	
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	$4,836.00
	ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores)	$1,693.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores)	$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	$1,209.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	$1,209.00
	ArcGIS Server Staging Server Advanced Enterprise ArcGIS Workflow Manager Extension (additional cores)	$1,209.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	$1,209.00

Section	Description	Price
	ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores)	$424.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Workflow Manager Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores)	$313.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	$4,836.00
	ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores)	$1,693.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores)	$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	$1,209.00
	ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores)	$424.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Workflow Manager Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores)	$313.00
5	**ArcGIS Server Staging Server Upgrades**	
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	$4,500.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	$13,500.00

Section	Description	Price
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	$9,000.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (additional cores)	$1,125.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional cores)	$3,375.00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional cores)	$2,250.00
7	**ArcIMS**	
	ArcIMS Full Use Deployment (up to two cores)	$4,500.00
	ArcIMS Full Use Deployment (additional core—maximum four cores per server)	$2,250.00
	ArcIMS Full Use Deployment (up to two cores) Maintenance	$1,000.00
	ArcIMS Full Use Deployment (additional core) Maintenance	$500.00
	ArcIMS Full Use Deployment Staging Server (up to two cores)	$2,250.00
	ArcIMS Full Use Deployment Staging Server (additional cores—maximum four cores per server)	$1,125.00
	ArcIMS Full Use Deployment Staging Server (up to two cores) Maintenance	$500.00
	ArcIMS Full Use Deployment Staging Server (additional cores) Maintenance	$250.00
8	**Business Applications Software**	
8	**Esri Business Analyst Desktop—Single Use Licenses**	
	Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	$16,646.00
	Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	$12,146.00
	Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	$7,646.00
8	**Esri Business Analyst Desktop—Concurrent Use Licenses**	
	Esri Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	$16,646.00
	Esri Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	$12,146.00
	Esri Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	$7,646.00
8	**Esri Business Analyst Desktop Maintenance—Concurrent Use and Single Use**	
	Annual Maintenance for Esri Business Analyst (National Dataset) Software License (per license)	$14,795.00
	Annual Maintenance for Esri Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	$10,795.00
	Annual Maintenance for Esri Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	$6,795.00
8	**Esri Business Analyst Desktop Premium—Concurrent Use Licenses**	
	Esri Business Analyst Desktop Premium—National Concurrent Use License	$36,896.00
	Esri Business Analyst Desktop Premium—Regional Concurrent Use License	$26,541.00
	Esri Business Analyst Desktop Premium—State Concurrent Use License	$16,565.00
8	**Esri Business Analyst Desktop Premium—Single Use Licenses**	
	Esri Business Analyst Desktop Premium—National Single Use License	$36,896.00
	Esri Business Analyst Desktop Premium—Regional Single Use License	$26,541.00
	Esri Business Analyst Desktop Premium—State Single Use License	$16,565.00

Section	Description	Price
8	**Annual Maintenance for Esri Business Analyst Desktop Premium—Concurrent Use and Single Use**	
	Annual Maintenance for Esri Business Analyst Desktop Premium—National Concurrent Use and Single Use	$32,795.00
	Annual Maintenance for Esri Business Analyst Desktop Premium—Regional Concurrent Use and Single Use	$23,590.00
	Annual Maintenance for Esri Business Analyst Desktop Premium—State Concurrent Use and Single Use	$14,720.00
8	**Esri Business Analyst for Canada**	
	Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	$22,950.00
	Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	$22,950.00
	Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Single Use (per license)	$9,180.00
	Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	$9,180.00
	Annual Maintenance for Esri Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance (per license)	$20,400.00
	Annual Maintenance for Esri Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance (per license)	$8,160.00
8	**Esri Business Analyst Server**	
8	**Esri Business Analyst Server Enterprise Advanced**	
	Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores)	$135,000.00
	Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core)	$33,750.00
	Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores) Maintenance	$100,000.00
	Esri Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core) Maintenance	$25,000.00
8	**Esri Business Analyst Server Workgroup Advanced**	
	Business Analyst Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	$67,500.00
	Annual Maintenance for Esri Business Analyst Server Workgroup Advanced (per server—minimum two cores, maximum four cores)	$50,000.00
8	**Esri Business Analyst Online**	
	Esri Business Analyst Online—12-Month Premium Subscription	$2,250.00
	Esri Business Analyst Online—24-Month Premium Subscription	$896.00
9	**Tracking Server**	
	Tracking Server for Windows (up to two cores)	$9,672.00
	Tracking Server for Windows (additional core)	$4,836.00
	Annual Maintenance for Tracking Server (up to two cores)	$2,500.00
	Annual Maintenance for Tracking Server (additional core)	$1,250.00
9	**Tracking Server (Staging Servers)**	
	Tracking Server Staging Server for Windows (up to two cores)	$4,836.00
	Tracking Server Staging Server for Windows (additional core)	$2,418.00
	Annual Maintenance for Tracking Server Staging Server (up to two cores)	$1,250.00
	Annual Maintenance for Tracking Server Staging Server (additional cores)	$625.00

Section	Description	Price
10	**ArcLogistics**	
	ArcLogistics Single Use License	$7,200.00
	ArcLogistics Concurrent Use License	$18,000.00
	ArcLogistics Single Use Annual Maintenance	$1,600.00
	ArcLogistics Concurrent Use Annual Maintenance	$4,000.00
	ArcLogistics Tele Atlas Street Data North America—Single Use	$2,200.00
	ArcLogistics NAVTEQ Street Data North America—Single Use	$2,200.00
	ArcLogistics Tele Atlas Street Data Europe—Single Use	$2,200.00
	ArcLogistics NAVTEQ Street Data Europe—Single Use	$2,200.00
	ArcLogistics Tele Atlas Street Data North America—Single Use Annual Maintenance	$1,600.00
	ArcLogistics NAVTEQ Street Data North America—Single Use Annual Maintenance	$1,600.00
	ArcLogistics Tele Atlas Street Data Europe—Single Use Annual Maintenance	$1,600.00
	ArcLogistics NAVTEQ Street Data Europe—Single Use Annual Maintenance	$1,600.00
	ArcLogistics Tele Atlas Street Data North America—Concurrent Use	$5,500.00
	ArcLogistics NAVTEQ Street Data North America—Concurrent Use	$5,500.00
	ArcLogistics Tele Atlas Street Data Europe—Concurrent Use	$5,500.00
	ArcLogistics NAVTEQ Street Data Europe—Concurrent Use	$5,500.00
	ArcLogistics Tele Atlas Street Data North America—Concurrent Use Annual Maintenance	$4,000.00
	ArcLogistics NAVTEQ Street Data North America—Concurrent Use Annual Maintenance	$4,000.00
	ArcLogistics Tele Atlas Street Data Europe—Concurrent Use Annual Maintenance	$4,000.00
	ArcLogistics NAVTEQ Street Data Europe—Concurrent Use Annual Maintenance	$4,000.00
10	**ArcLogistics Navigator**	
	ArcLogistics Navigator—Single Use License (5-pack bundle)	$900.00
	ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	$400.00
	ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	$600.00
	ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)	$400.00
	ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)	$600.00
	Annual Maintenance for ArcLogistics Navigator—Single Use License (5-pack bundle)	$200.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (5-pack bundle)	$300.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (5-pack bundle)	$500.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (5-pack bundle)	$300.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (5-pack bundle)	$500.00
10	**ArcLogistics using ArcGIS Online**	
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 5 Vehicles	$1,000.00
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 10 Vehicles	$2,000.00
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 20 Vehicles	$3,500.00
	ArcLogistics using ArcGIS Online—Annual Fee—Up to 50 Vehicles	$4,500.00
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 5 Vehicles	$100.00
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 10 Vehicles	$200.00
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 20 Vehicles	$350.00
	ArcLogistics using ArcGIS Online—Monthly Fee—Up to 50 Vehicles	$450.00

Section	Description	Price
11	**Address Coder**	
	Address Coder Standard National—Per User License	$8,100.00
	Address Coder Standard Regional—Per User License	$5,850.00
	Address Coder Standard State—Per User License	$3,240.00
	Annual Maintenance for Address Coder Standard National—Per User License	$7,200.00
	Annual Maintenance for Address Coder Standard Regional—Per User License	$5,200.00
	Annual Maintenance for Address Coder Standard State—Per User License	$2,880.00
	Address Coder Premium National—Per User License	$13,500.00
	Address Coder Premium Regional—Per User License	$9,450.00
	Address Coder Premium State—Per User License	$5,400.00
	Annual Maintenance for Address Coder Premium National—Per User License	$12,000.00
	Annual Maintenance for Address Coder Premium Regional—Per User License	$8,400.00
	Annual Maintenance for Address Coder Premium State—Per User License	$4,800.00
	Tapestry Add-on National—Per User License	$8,640.00
	Tapestry Add-on Regional—Per User License	$5,184.00
	Tapestry Add-on State—Per User License	$3,456.00
	Annual Maintenance for Tapestry Add-on National—Per User License	$7,680.00
	Annual Maintenance for Tapestry Add-on Regional—Per User License	$4,608.00
	Annual Maintenance for Tapestry Add-on State—Per User License	$3,072.00
	Tapestry ZIP + 4 Add-on National—Per User License	$21,600.00
	Tapestry ZIP + 4 Add-on Regional—Per User License	$12,960.00
	Tapestry ZIP + 4 Add-on State—Per User License	$8,640.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on National—Per User License	$19,200.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on Regional—Per User License	$11,520.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on State—Per User License	$7,680.00
11	**Esri StreetMap Premium Advanced NAVTEQ Data**	
	United States—All usage types (per single use Desktop user/per year)	$8,800.00
	United States—All usage types (per concurrent use Desktop user/per year)	$22,000.00
	United States—All usage types (per Workgroup Server/per year)	$44,000.00
	United States—All usage types (per Enterprise Server/per year)	$110,000.00
	United States—All usage types (per additional 2 cores Enterprise Server/per year)	$44,000.00
	United States—Display (per single use Desktop user/per year)	$1,200.00
	United States—Display (per concurrent use Desktop user/per year)	$3,000.00
	United States—Display (per Workgroup Server/per year)	$6,000.00
	United States—Display (per Enterprise Server/per year)	$15,000.00
	United States—Display (per additional 2 cores Enterprise Server/per year)	$6,000.00
	United States—Geocode (per single use Desktop user/per year)	$3,100.00
	United States—Geocode (per concurrent use Desktop user/per year)	$7,750.00
	United States—Geocode (per Workgroup Server/per year)	$15,500.00
	United States—Geocode (per Enterprise Server/per year)	$38,750.00
	United States—Geocode (per additional 2 cores Enterprise Server/per year)	$15,500.00
	United States—Route (per single use Desktop user/per year)	$4,500.00
	United States—Route (per concurrent use Desktop user/per year)	$11,250.00
	United States—Route (per Workgroup Server/per year)	$22,500.00
	United States—Route (per Enterprise Server/per year)	$56,250.00
	United States—Route (per additional 2 cores Enterprise Server/per year)	$22,500.00
	State—All usage types (per single use Desktop user/per year)	$2,900.00

Section	Description	Price
	State—All usage types (per concurrent use Desktop user/per year)	$7,250.00
	State—All usage types (per Workgroup Server/per year)	$14,500.00
	State—All usage types (per Enterprise Server/per year)	$36,250.00
	State—All usage types (per additional 2 cores Enterprise Server/per year)	$14,500.00
	State—Display (per single use Desktop user/per year)	$400.00
	State—Display (per concurrent use Desktop user/per year)	$1,000.00
	State—Display (per Workgroup Server/per year)	$2,000.00
	State—Display (per Enterprise Server/per year)	$5,000.00
	State—Display (per additional 2 cores Enterprise Server/per year)	$2,000.00
	State—Geocode (per single use Desktop user/per year)	$1,000.00
	State—Geocode (per concurrent use Desktop user/per year)	$2,500.00
	State—Geocode (per Workgroup Server/per year)	$5,000.00
	State—Geocode (per Enterprise Server/per year)	$12,500.00
	State—Geocode (per additional core Enterprise Server/per year)	$5,000.00
	State—Route (per single use Desktop user/per year)	$1,500.00
	State—Route (per concurrent use Desktop user/per year)	$3,750.00
	State—Route (per Workgroup Server/per year)	$7,500.00
	State—Route (per Enterprise Server/per year)	$18,750.00
	State—Route (per additional 2 cores Enterprise Server/per year)	$7,500.00
11	**Esri StreetMap Premium NAVTEQ Data**	
	United States—All usage types (per single use Desktop user/per year)	$6,000.00
	United States—All usage types (per concurrent use Desktop user/per year)	$15,000.00
	United States—All usage types (per Workgroup Server/per year)	$30,000.00
	United States—All usage types (per Enterprise Server/per year)	$75,000.00
	United States—All usage types (per additional 2 cores Enterprise Server/per year)	$30,000.00
	United States—Display (per single use Desktop user/per year)	$1,200.00
	United States—Display (per concurrent use Desktop user/per year)	$3,000.00
	United States—Display (per Workgroup Server/per year)	$6,000.00
	United States—Display (per Enterprise Server/per year)	$15,000.00
	United States—Display (per additional 2 cores Enterprise Server/per year)	$6,000.00
	United States—Geocode (per single use Desktop user/per year)	$1,800.00
	United States—Geocode (per concurrent use Desktop user/per year)	$4,500.00
	United States—Geocode (per Workgroup Server/per year)	$9,000.00
	United States—Geocode (per Enterprise Server/per year)	$22,500.00
	United States—Geocode (per additional 2 cores Enterprise Server/per year)	$9,000.00
	United States—Route (per single use Desktop user/per year)	$3,000.00
	United States—Route (per concurrent use Desktop user/per year)	$7,500.00
	United States—Route (per Workgroup Server/per year)	$15,000.00
	United States—Route (per Enterprise Server/per year)	$37,500.00
	United States—Route (per additional 2 cores Enterprise Server/per year)	$15,000.00
	State—All usage types (per single use Desktop user/per year)	$2,000.00
	State—All usage types (per concurrent use Desktop user/per year)	$5,000.00
	State—All usage types (per Workgroup Server/per year)	$10,000.00
	State—All usage types (per Enterprise Server/per year)	$25,000.00
	State—All usage types (per additional 2 cores Enterprise Server/per year)	$10,000.00
	State—Display (per single use Desktop user/per year)	$400.00
	State—Display (per concurrent use Desktop user/per year)	$1,000.00

Section	Description	Price
	State—Display (per Workgroup Server/per year)	$2,000.00
	State—Display (per Enterprise Server/per year)	$5,000.00
	State—Display (per additional 2 cores Enterprise Server/per year)	$2,000.00
	State—Geocode (per single use Desktop user/per year)	$600.00
	State—Geocode (per concurrent use Desktop user/per year)	$1,500.00
	State—Geocode (per Workgroup Server/per year)	$3,000.00
	State—Geocode (per Enterprise Server/per year)	$7,500.00
	State—Geocode (per additional core Enterprise Server/per year)	$3,000.00
	State—Route (per single use Desktop user/per year)	$1,000.00
	State—Route (per concurrent use Desktop user/per year)	$2,500.00
	State—Route (per Workgroup Server/per year)	$5,000.00
	State—Route (per Enterprise Server/per year)	$12,500.00
	State—Route (per additional 2 cores Enterprise Server/per year)	$5,000.00
11	**Esri StreetMap Premium Tele Atlas Data**	
	United States—All usage types (per Desktop user/per year)	$6,000.00
	United States—All usage types (per concurrent use Desktop user/per year)	$15,000.00
	United States—All usage types (per Workgroup Server/per year)	$30,000.00
	United States—All usage types (per Enterprise Server/per year)	$75,000.00
	United States—All usage types (per additional 2 cores Enterprise Server/per year)	$30,000.00
	United States—Display (per Desktop user/per year)	$1,200.00
	United States—Display (per concurrent use Desktop user/per year)	$3,000.00
	United States—Display (per Workgroup Server/per year)	$6,000.00
	United States—Display (per Enterprise Server/per year)	$15,000.00
	United States—Display (per additional 2 cores Enterprise Server/per year)	$6,000.00
	United States—Geocode (per Desktop user/per year)	$1,800.00
	United States—Geocode (per concurrent use Desktop user/per year)	$4,500.00
	United States—Geocode (per Workgroup Server/per year)	$9,000.00
	United States—Geocode (per Enterprise Server/per year)	$22,500.00
	United States—Geocode (per additional 2 cores Enterprise Server/per year)	$9,000.00
	United States—Route (per Desktop user/per year)	$3,000.00
	United States—Route (per concurrent use Desktop user/per year)	$7,500.00
	United States—Route (per Workgroup Server/per year)	$15,000.00
	United States—Route (per Enterprise Server/per year)	$37,500.00
	United States—Route (per additional 2 cores Enterprise Server/per year)	$15,000.00
	Small State—All usage types (per Desktop user/per year)	$900.00
	Small State—All usage types (per concurrent use Desktop user/per year)	$2,250.00
	Small State—All usage types (per Workgroup Server/per year)	$4,500.00
	Small State—All usage types (per Enterprise Server/per year)	$11,250.00
	Small State—All usage types (per additional 2 cores Enterprise Server/per year)	$4,500.00
	Small State—Display (per Desktop user/per year)	$500.00
	Small State—Display (per concurrent use Desktop user/per year)	$500.00
	Small State—Display (per Workgroup Server/per year)	$900.00
	Small State—Display (per Enterprise Server/per year)	$2,250.00
	Small State—Display (per additional 2 cores Enterprise Server/per year)	$900.00
	Small State—Geocode (per Desktop user/per year)	$500.00
	Small State—Geocode (per concurrent use Desktop user/per year)	$675.00
	Small State—Geocode (per Workgroup Server/per year)	$1,350.00

Section	Description	Price
	Small State—Geocode (per Enterprise Server/per year)	$3,375.00
	Small State—Geocode (per additional 2 cores Enterprise Server/per year)	$1,350.00
	Small State—Route (per Desktop user/per year)	$500.00
	Small State—Route (per concurrent use Desktop user/per year)	$1,125.00
	Small State—Route (per Workgroup Server/per year)	$2,250.00
	Small State—Route (per Enterprise Server/per year)	$5,625.00
	Small State—Route (per additional 2 cores Enterprise Server/per year)	$2,250.00
	Medium State—All usage types (per Desktop user/per year)	$1,200.00
	Medium State—All usage types (per concurrent use Desktop user/per year)	$3,000.00
	Medium State—All usage types (per Workgroup Server/per year)	$6,000.00
	Medium State—All usage types (per Enterprise Server/per year)	$15,000.00
	Medium State—All usage types (per additional 2 cores Enterprise Server/per year)	$6,000.00
	Medium State—Display (per Desktop user/per year)	$500.00
	Medium State—Display (per concurrent use Desktop user/per year)	$600.00
	Medium State—Display (per Workgroup Server/per year)	$1,200.00
	Medium State—Display (per Enterprise Server/per year)	$3,000.00
	Medium State—Display (per additional 2 cores Enterprise Server/per year)	$1,200.00
	Medium State—Geocode (per Desktop user/per year)	$500.00
	Medium State—Geocode (per concurrent use Desktop user/per year)	$900.00
	Medium State—Geocode (per Workgroup Server/per year)	$1,800.00
	Medium State—Geocode (per Enterprise Server/per year)	$4,500.00
	Medium State—Geocode (per additional 2 cores Enterprise Server/per year)	$1,800.00
	Medium State—Route (per Desktop user/per year)	$600.00
	Medium State—Route (per concurrent use Desktop user/per year)	$1,500.00
	Medium State—Route (per Workgroup Server/per year)	$3,000.00
	Medium State—Route (per Enterprise Server/per year)	$7,500.00
	Medium State—Route (per additional 2 cores Enterprise Server/per year)	$3,000.00
	Large State—All usage types (per Desktop user/per year)	$1,800.00
	Large State—All usage types (per concurrent use Desktop user/per year)	$4,500.00
	Large State—All usage types (per Workgroup Server/per year)	$9,000.00
	Large State—All usage types (per Enterprise Server/per year)	$22,500.00
	Large State—All usage types (per additional 2 cores Enterprise Server/per year)	$9,000.00
	Large State—Display (per Desktop user/per year)	$540.00
	Large State—Display (per concurrent use Desktop user/per year)	$900.00
	Large State—Display (per Workgroup Server/per year)	$1,800.00
	Large State—Display (per Enterprise Server/per year)	$4,500.00
	Large State—Display (per additional 2 cores Enterprise Server/per year)	$1,800.00
	Large State—Geocode (per Desktop user/per year)	$540.00
	Large State—Geocode (per concurrent use Desktop user/per year)	$1,350.00
	Large State—Geocode (per Workgroup Server/per year)	$2,700.00
	Large State—Geocode (per Enterprise Server/per year)	$6,750.00
	Large State—Geocode (per additional 2 cores Enterprise Server/per year)	$2,700.00
	Large State—Route (per Desktop user/per year)	$900.00
	Large State—Route (per concurrent use Desktop user/per year)	$2,250.00
	Large State—Route (per Workgroup Server/per year)	$4,500.00
	Large State—Route (per Enterprise Server/per year)	$11,250.00
	Large State—Route (per additional 2 cores Enterprise Server/per year)	$4,500.00

Section	Description	Price
	Other Software	
12	**MapIt**	
	MapIt Deployment Server License (per server)	$4,050.00
	MapIt Deployment Server License (per server)—Annual Maintenance	$900.00
12	**Maplex**	
	Maplex First Single Use License	$14,507.00
	Maplex Second Single Use License	$14,000.00
	Maplex Third Single Use License	$11,500.00
	Maplex Single Use License Annual Primary Maintenance	$3,750.00
	Maplex Single Use License Annual Secondary Maintenance	$1,500.00
12	**Esri Mapping and Charting**	
	Esri Production Mapping Concurrent Use License	$9,000.00
	Esri Production Mapping Single Use License	$9,000.00
	Annual Maintenance for Esri Production Mapping Concurrent Use License	$2,500.00
	Annual Maintenance for Esri Production Mapping Single Use License	$2,500.00
	Esri Defense Mapping Concurrent Use License	$9,000.00
	Esri Defense Mapping Single Use License	$9,000.00
	Annual Maintenance for Esri Defense Mapping Concurrent Use License	$2,500.00
	Annual Maintenance for Esri Defense Mapping Single Use License	$2,500.00
	Esri Aeronautical Solution Concurrent Use License	$9,000.00
	Esri Aeronautical Solution Single Use License	$9,000.00
	Annual Maintenance for Esri Aeronautical Solution Concurrent Use License	$2,500.00
	Annual Maintenance for Esri Aeronautical Solution Single Use License	$2,500.00
	Esri Nautical Solution Concurrent Use License	$9,000.00
	Esri Nautical Solution Single Use License	$9,000.00
	Annual Maintenance for Esri Nautical Solution Concurrent Use License	$2,500.00
	Annual Maintenance for Esri Nautical Solution Single Use License	$2,500.00
13	**Mobile GIS**	
13	**ArcPad**	
13	**ArcPad 7.1**	
	ArcPad Single Use License	$446.00
	ArcPad 5.x/6.x Upgrade to 7.x	$145.00
13	**ArcPad 8.0**	
	ArcPad Single Use License	$630.00
	ArcPad Single Use License Annual Maintenance	$250.00
	ArcPad 5.x/6.x/7.x Upgrade to 10	$242.00
14	**Esri Developer Network (EDN)**	
	Annual License for Esri Developer Network (EDN) without ArcView	$1,451.00
	EDN with ArcView Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	$1,934.00
	EDN with ArcEditor Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	$2,902.00
	EDN with ArcInfo Desktop License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	$3,869.00

Section	Description	Price
	For Customers Who Already Subscribe to EDN	
	Add-on ArcView to a Current EDN Single Use License—One per EDN License	$484.00
	Add-on ArcEditor to a Current EDN Single Use License—One per EDN License	$1,451.00
	Add-on ArcInfo Desktop to a Current EDN Single Use License—One per EDN License	$2,418.00
	Software Upgrades	
	EDN with ArcView Upgrade to ArcEditor Single Use	$967.00
	EDN with ArcView Upgrade to ArcInfo Desktop Concurrent Use	$1,934.00
	EDN with ArcEditor Upgrade to ArcInfo Desktop Concurrent Use	$967.00
	Technical Support (10 calls) for Esri Developer Network (EDN)	$2,000.00
	Instructor-Led Training (5 days) for Esri Developer Network (EDN)	$2,200.00
15	**ArcGIS Server with Cloud Infrastructure**	
15	**ArcGIS Server with Cloud Infrastructure—Annual Term Licenses**	
	ArcGIS Server Advanced Enterprise Annual Term License	$40,000.00
	ArcGIS Server Standard Enterprise Annual Term License	$30,000.00
	ArcGIS Server Basic Enterprise Annual Term License	$25,000.00
15	**ArcGIS Server Extensions with Cloud Infrastructure—Annual Term Licenses**	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Annual License	$6,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Annual License	$6,000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Annual License	$6,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Annual License	$6,000.00
	ArcGIS Server Advanced Enterprise Image Extension Annual License	$6,000.00
	ArcGIS Server Standard Enterprise Image Extension Annual License	$6,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Annual License	$6,000.00
	ArcGIS Server Standard Enterprise Network Extension Annual License	$6,000.00
15	**ArcGIS Server with Cloud Infrastructure—Quarterly Term Licenses**	
	ArcGIS Server Advanced Enterprise Quarterly Term License	$12,500.00
	ArcGIS Server Standard Enterprise Quarterly Term License	$10,000.00
	ArcGIS Server Basic Enterprise Quarterly Term License	$8,500.00
15	**ArcGIS Server Extensions with Cloud Infrastructure—Quarterly Term Licenses**	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Quarterly Term License	$3,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Quarterly Term License	$3,000.00
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Quarterly Term License	$3,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Quarterly Term License	$3,000.00
	ArcGIS Server Advanced Enterprise Image Extension Quarterly Term License	$3,000.00
	ArcGIS Server Standard Enterprise Image Extension Quarterly Term License	$3,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Quarterly Term License	$3,000.00
	ArcGIS Server Standard Enterprise Network Extension Quarterly Term License	$3,000.00
15	**ArcGIS Server with Cloud Infrastructure—Monthly Term Licenses**	
	ArcGIS Server Advanced Enterprise Monthly Term License	$5,000.00
	ArcGIS Server Standard Enterprise Monthly Term License	$4,000.00
	ArcGIS Server Basic Enterprise Monthly Term License	$3,000.00
15	**ArcGIS Server Extensions with Cloud Infrastructure—Monthly Term Licenses**	
	ArcGIS Server Advanced Enterprise Workflow Manager Extension Monthly Term License	$1,000.00
	ArcGIS Server Standard Enterprise Workflow Manager Extension Monthly Term License	$1,000.00

Section	Description	Price
	ArcGIS Server Advanced Enterprise Data Interoperability Extension Monthly Term License	$1,000.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension Monthly Term License	$1,000.00
	ArcGIS Server Advanced Enterprise Image Extension Monthly Term License	$1,000.00
	ArcGIS Server Standard Enterprise Image Extension Monthly Term License	$1,000.00
	ArcGIS Server Advanced Enterprise Schematics Extension Monthly Term License	$1,000.00
	ArcGIS Server Standard Enterprise Network Extension Monthly Term License	$1,000.00
16	**Premium Support Services**	
	Premium Support Annual Use—Block of 10 Incidents	$10,000.00
	Premium Support Annual Use—Unlimited Incidents	$35,000.00
16	**Professional Services Packages**	
16	**Workshop Packages**	
	Esri Production Mapping Workshop (3 days)	$11,400.00
	Esri Defense Mapping Workshop (3 days)	$11,400.00
	Esri Nautical Solution Workshop (5 days)	$16,600.00
	Esri Aeronautical Solution Workshop (3 days)	$11,400.00
	ArcGIS Data Reviewer Workshop (3 days)	$11,400.00
	ArcGIS Workflow Manager Workshop (3 days)	$11,400.00
16	**Jumpstart Packages**	
	ArcGIS Server Jumpstart 3-Day Option (up to 2 servers)	$8,000.00
	ArcGIS Server Jumpstart 4-Day Option (up to 4 servers)	$10,000.00
	ArcGIS Server Geoportal Extension Jumpstart (3-day option)	$11,400.00
	ArcGIS Server Geoportal Extension Jumpstart (5-day option)	$16,600.00
	Esri Production Mapping Jumpstart (5 days)	$16,600.00
	Esri Defense Mapping Jumpstart (5 days)	$16,600.00
	Esri Nautical Solution Jumpstart (7 days)	$21,800.00
	Esri Aeronautical Solution Jumpstart (5 days)	$16,600.00
	ArcGIS Data Reviewer Jumpstart (5 days)	$16,600.00
	ArcGIS Workflow Manager Jumpstart (5 days)	$16,600.00
	Tracking Server Jumpstart (5 days)	$21,900.00
	Enterprise GIS Health Check (3 days)	$11,400.00
	Remote Developer Support (20 hours)	$5,100.00
	Remote Support for ArcGIS Server Geoportal Extension (20 hours)	$5,100.00
17	**Instructor-Led Training**	
	Esri Site Training—per Student, per Day at Esri Learning Centers in the United States (price effective 1/11/2010)	$490.00
	Instructor-Led Virtual Classroom—per Student, per Day (price effective 1/11/2010)	$490.00
	Additional Student—Client Site Private Class per Student per Day	$330.00
	Additional Student—Esri Site Private Class per Student per Day	$330.00
	Private Classes—Esri Site per Class per Day (12 students) in Locations in the United States (price effective 1/11/2010)	$4,410.00
	Private Classes—Client Site per Class per Day (12 students) in Locations in the United States (price effective 1/11/2010)	$4,410.00
	Client Coaching Services—Client Site	$4,000.00
	Client Coaching Services—Esri Site	$4,000.00

Section	Description	Price
17	**Virtual Campus**	
17	**Individual Courses**	
	Esri Virtual Campus Training Course Pricing (1 paid modules) per seat	$29.00
	Esri Virtual Campus Training Course Pricing (2 paid modules) per seat	$58.00
	Esri Virtual Campus Training Course Pricing (3 paid modules) per seat	$87.00
	Esri Virtual Campus Training Course Pricing (4 paid modules) per seat	$116.00
	Esri Virtual Campus Training Course Pricing (5 paid modules) per seat	$145.00
	Esri Virtual Campus Training Course Pricing (6 paid modules) per seat	$174.00
	Esri Virtual Campus Training Course Pricing (7 paid modules) per seat	$203.00
	Esri Virtual Campus Training Course Pricing (8 paid modules) per seat	$232.00
	Esri Virtual Campus Training Course Pricing (9 paid modules) per seat	$261.00
17	**Esri Virtual Campus Annual User License Pricing**	
17	**Education Licenses (for all Virtual Campus courses)**	
	Premium Annual User License (2,500 Virtual Campus Dollar Value)	$2,250.00
	Premium Annual User License (5,000 Virtual Campus Dollar Value)	$4,250.00
	Premium Annual User License (10,000 Virtual Campus Dollar Value)	$7,000.00
	Premium Annual User License (25,000 Virtual Campus Dollar Value)	$16,250.00
	Premium Annual User License (50,000 Virtual Campus Dollar Value)	$30,000.00
	Premium Annual User License (100,000 Virtual Campus Dollar Value)	$50,000.00
	Premium Annual User License (1,000,000 Virtual Campus Dollar Value)	$500,000.00
	Premium One Year Extension Annual User License	$600.00

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
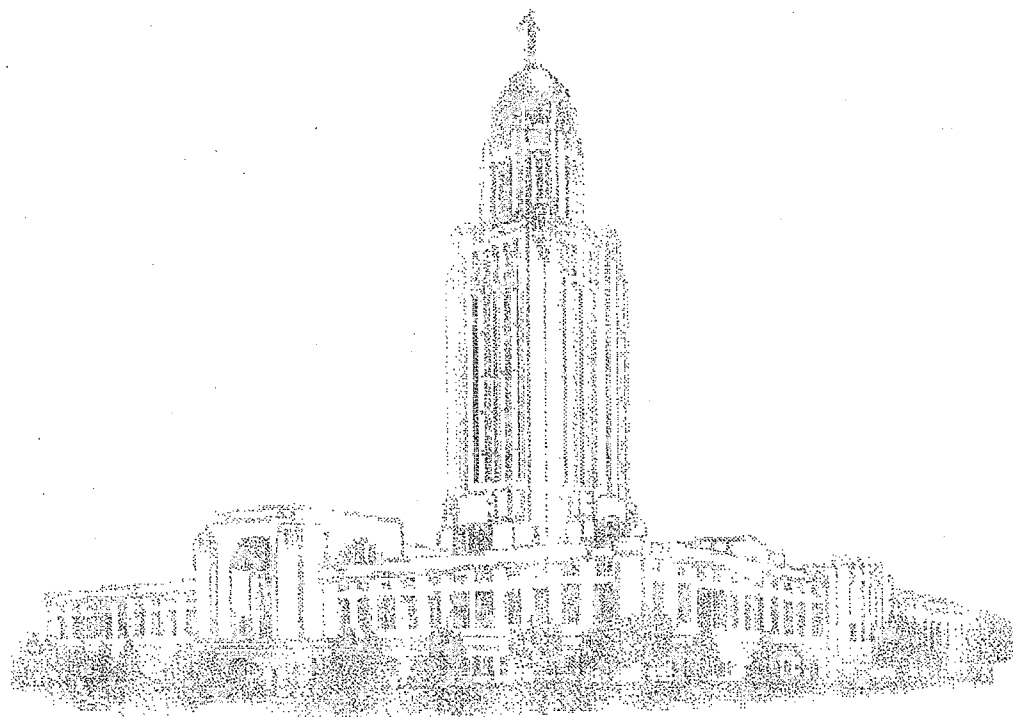Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 4	05/25/11
BUSINESS UNIT	BUYER
9001	RUTH GRAY (AS)

VENDOR NUMBER: 503958

CONTRACT NUMBER
11842 OC

Administrative Services website at: www.das.state.ne.us.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:
1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: Lucy Tindall, Contract Specialist
Phone: 909-793-2853 ext. 1985
Fax: 909-307-3020
E-Mail: ltindall@esri.com

Vendor Contact: Leslie Meriwether, Regional Office Administrator
Phone: 636-949-6620 ext. 8510
Fax: 636-949-6735
E-Mail: lmeriwether@esri.com

Regional Office (to obtain Sales Quotes)
Esri - St. Louis Regional Office
3060 Little Hills Expy.
Saint Charles, MO 63301
636-949-6620
OR
Esri - Telebusiness Department
800-447-9778

THIS IS THE SECOND RENEWAL OF THE CONTRACT and is inclusvie of Amendment One (1). (05/25/11 djg)

BUYER INITIALS

R43500|NISC0001 100423

STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
3 of 4	05/25/11
BUSINESS UNIT	BUYER
9001	RUTH GRAY (AS)

VENDOR NUMBER: 503958

CONTRACT NUMBER
11842 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ESRI GIS PRODUCTS & SERVICES	500,000.0000	$	1.0000

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: http://www.das.state.ne.us/materiel/purchasing/purchasing.htm

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under $25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part, and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (I) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: http:/www.nitc.state.ne.us/standards/accessibility/

Revised: 02/2004

R43500|NISC0001 100416

Nebraska Resale or Exempt Sale Certificate
for Sales Tax Exemption
• Read instructions on reverse side/see note below

Nebraska Department of REVENUE

FORM 13

NAME AND MAILING ADDRESS OF PURCHASER	NAME AND MAILING ADDRESS OF SELLER
Name City of Lincoln	Name ESRI Inc.
Street or Other Mailing Address 555 South 10th Street	Street or Other Mailing Address 380 New York Street

City	State	Zip Code	City	State	Zip Code
Lincoln	NE 68508		Redlands	CA 9273-8118	

Check Type of Certificate

☐ Single Purchase   ☑ Blanket   If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One   ☐ Purchase for Resale (Complete Section A)   ☑ Exempt Purchase (Complete Section B)   ☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of _____ from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor

of   Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number   01-

or Foreign State Sales Tax Number _____   State _____

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category   **1**   (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased   Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number.   05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		☐ YES ☐ NO	☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ :
(exempt entity)

☐ Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax. Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of $100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here ▶   Authorized Signature _____

Purchasing Agent

Title _____   Date _____

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.
Materialsed used for WATER services are taxable per Reg. 066.14A.